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CHENNAI PORT TRUST

TENDER NO. EDP /154 / 2017 / F

TENDER FOR

**REDESIGNING AND HOSTING OF CHENNAI PORT TRUST WEBSITE FOR A PERIOD OF
FIVE YEARS WITH ONE YEAR WARRANTY AND AMC FOR FOUR YEARS**

e-Procurement mode

Website: WWW.CHENNAIPORT.GOV.IN

E-Procurement on Website: www.eprocure.gov.in

EDP DIVISION, FINANCE DEPARTMENT

CHENNAI PORT TRUST

Last Date of Submission: 21.02.2018 @ 15.00 Hours

Tender Opening date : 22.02.2018 @ 15.00 Hours

TENDER PARTICULARS

TENDER NO	EDP / 154 / 2017 / F
TENDERS ARE INVITED FOR	For Redesigning and Hosting of CHENNAI PORT TRUST WEBSITE for a period of Five years with one-year Warranty and AMC for four years
ESTIMATED CONTRACT VALUE INR	Rs.20,80,000/- (Rupees Twenty Lakhs and eighty thousand only)
EARNEST MONEY DEPOSIT	Rs.42,000/- (Rupees Forty Two Thousand only)
TENDER	In eProcurement mode, for details visit www.eprocure.gov.in & www.chennaiport.gov.in
VALIDITY OF THE TENDER	90 DAYS from the date of opening of the Tender.
PRE-BID MEETING DATE, TIME & VENUE	14.02.2018 @ 1500 Hours, New Conference Hall, Centenary Building
LAST DATE & TIME OF TENDER	21.02.2018 @ 1500 Hours
DATE & TIME OF OPENING OF TENDER	22.02.2018 @ 1500 Hours
PERIOD OF CONTRACT	For a period of Five years with one-year Warranty and AMC for Four years
BIDDING TYPE	Open Tender
VENUE OF TENDER OPENING	Office of the Sr.Dy.Director (EDP), EDP Division, 4th Floor of Centenary Building, Chennai Port Trust, Rajaji Salai, Chennai-600 001

CHENNAI PORT TRUST

TENDER NO: EDP/ 154 / 2017 / F

For Redesigning and Hosting of CHENNAI PORT TRUST WEBSITE for a period of Five years with one-year Warranty and AMC for four years

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Tenders will be opened at the “Office of the Sr.Dy. Director (EDP), 4th floor Centenary Building, Chennai Port Trust, Rajaji Salai, Chennai – 600 001.” on 22.02.2018 @ 15.00 Hours

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CHAPTER - I

INVITATION OF TENDER

1. This invitation to Tender is **for Redesigning and Hosting of CHENNAI PORT TRUST WEBSITE for a period of Five years with one-year Warranty and AMC for Four years under Two Cover System.**

2. **BRIEF DESCRIPTION OF THE TENDERING PROCESS: -**

The Port intends to follow a Two-stage Tendering process for selection of Qualified Tenderer for the work. In the 1st Stage (Cover-I), the Tender deals with the selection process and at the end of this stage the Chennai Port Trust expects to announce the Pre-Qualified Tenderers to proceed to the 2nd Stage (Cover-II).

For the Pre-qualification stage, the Tenderers have to furnish information on their Technical and Financial capability in **Cover - I** in accordance with the conditions and formats specified in this Tender Document. The **Cover - II** containing the Price Bid of all the Technically and Commercially Pre-Qualified Tenderers will be opened in the presence of the qualified Tenderers or their authorized representatives, on the date and time fixed by the Sr.Dy. Director (EDP).

The **Cover - II** (Price Bid) of the Tenderers who fail to Pre-qualify shall be returned to the Tenderers unopened.

3. Tenderers are advised to read the Tender Document (including all the Schedules and Annexures & its components) carefully. Submission of Tender shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications.

4. Sealed offers prepared in accordance with the procedures enumerated in CHAPTER II should be submitted to the Sr.Dy. Director (EDP), Chennai Port Trust, Rajaji Salai, Chennai not later than the date and time as mentioned, at the address given in the Schedule. All bids must be accompanied by an **Earnest Money Deposit (EMD) of Rs. 42,000/- (Rupees Forty Two Thousand only)**

5. The Tender documents can be downloaded from Chennai Port Trust's Website www.chennaiport.gov.in or e-Procurement website www.eprocure.gov.in.

6. This Tender Document is not transferable.

7. SCHEDULE FOR INVITATION OF TENDER

1	Last date for Tender submission	21.02.2018 @ 15.00 Hours
2	Pre-Bid Meeting	14.02.2018 @ 15.00 Hours
3	Tender Opening Date & Time	22.02.2018 @ 15.00 Hours
4	Place of submission of Tender	Office of the Sr.Dy. Director (EDP), 4th Floor, Centenary Building, Chennai Port Trust, Rajaji Salai, Chennai – 600 001 Phone : 044 - 25312510

8. Name of the Purchaser: -

The Chairman
Chennai Port Trust
No.1, Rajaji Salai,
Chennai – 600 001
Tamilnadu - India

CHENNAI PORT TRUST

CHAPTER - II

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF TENDERERS

1. Tender / Bid submitted through e-Procurement mode only will be taken up for the purpose for evaluation.
2. **Tender Document can be submitted online only** through eprocure.gov.in in the designated two cover system on or before due date of closing time **21.02.2018 @ 15.00 Hours**
3. Tender Document can be submitted online only in the designated two cover system on the e-Procurement website eprocure.gov.in on or before the due date.
4. The time of opening of technical bid will be on 22.02.2018 @ 15.00 Hours.
5. The bidders are requested to contact EDP Division for clarification about online bidding. All the bidders should possess a valid e-token for submitting their offer.
6. Additionally one copy of the Tender must be sent in one main cover containing two separate covers and these two covers shall be superscripted as **Cover-I and Cover-II** respectively. All covers shall be addressed to the **Sr.Dy. Director (EDP), Chennai Port Trust and sealed properly**. Names and addresses of the Tenderer shall also be written on all the covers. The tender received after the due date and time will not be entertained
7. Tender must be sent in one main cover containing two separate covers and these two covers shall be superscripted as Cover-I and Cover-II respectively. All the covers shall be addressed to the Sr.Dy. Director (EDP), Chennai Port Trust and sealed properly. Names and addresses of the Tenderer shall also be written on all the covers.
8. The tenderer shall clearly write on the MAIN COVER as "**Redesigning and Hosting of CHENNAI PORT TRUST WEBSITE for a period of Five years with one-year Warranty and AMC for Four years**" under Two Cover system detailed in the terms and conditions and specifications attached herewith and in accordance with instructions to tenderers, conditions of tender, & its components. The main cover contains Cover - I & II. The Cover – I contain

“TECHNICAL AND FINANCIAL CAPABILITY and Cover – II contains “PRICE BID’. The main cover shall reach “The Office of the Sr.Dy. Director (EDP), 4th Floor, Centenary Building, Chennai Port Trust, No1, Rajaji Salai, Chennai – 600 001” not later than 22.02.2018 at 14 45 Hrs.

9. CONTENTS OF COVER – I

- a. Complete technical specifications for providing “**for Redesigning and Hosting of CHENNAI PORT TRUST WEBSITE for a period of Five years with one-year Warranty and AMC for four years under two cover system**” as proposed by the Tenderer with all technical details.
- b. A confirmation that the Tenderer shall abide by all the clauses in the Tender Document.
- c. The objective of this Tender is to invite offers from reputed and eligible Website Designing and Development firm(s) for “Redesigning and Hosting of CHENNAI PORT TRUST WEBSITE” with the URL **http://www.chennaiport.gov.in.** in compliance with the ‘Guidelines for Indian Government Websites (GIGW)’, W3CG, along with the STQC certification.
- d. Earnest Money Deposit for this tender is **Rs. 42,000 /- (Rupees Forty-Two Thousands only)** in the form of either Demand Draft / Pay Order / Bankers Cheque from any Nationalized / Scheduled Bank drawn in favour of “**The Chairman, Chennai Port Trust**” payable at Chennai.
- e. The Tenderer shall furnish one copy of the Tender document along with all the necessary documents as per the Tender Conditions and a covering letter duly signed in all pages.

10. CONTENTS OF COVER – II

Price should be quoted in a spread sheet file (.xls format) available in e-procurement Portal. Any indication of ‘Quoted price’ in the online technical bid documents shall lead to rejection of the bid outright. The price information including applicable duties and taxes should only be furnished clearly in Price Bid (Cover II). The break up for the basic cost and the taxes and duties as applicable shall also be given specifically in Price Bid (Cover II) as per Schedule ‘A’ only. Only price quoted in e-mode shall be taken evaluation.

11. Language

The Tender and all related correspondence and documents shall be written in English language. The Technical details and other information shall be provided in English only. For the purpose of interpretation and evaluation of the Tender, the English language translation shall prevail.

12. The Tenderer shall sign on all pages of the Tender Document or the Amended Tender Document, if any, issued and such signature shall be made by a person holding an irrevocable power of attorney authorizing him to do so. Copy of the irrevocable Power of attorney should be enclosed. The Tenderer Should submit either Notarized/ Self Attested copies of the Documents. In case of Successful Tenderer submitting the self-attested document, the Tenderer has to produce the original for verification as and when required by the trust.

13. Telegraphic/fax/telex/e-mail offers shall be treated as defective, invalid and rejected.

14. Only detailed complete offers received prior to closing date and time of the Tenders shall be taken as valid.

15. The Tender Document is also available on the Chennai Port Trust's Website www.chennaiport.gov.in

16. VALIDITY

The prices quoted by the Tender must be firm and should hold good at least for **90 days** from the date of opening of the tender. They should be inclusive of Sales Tax or any other tax dues & its components. The Board does not bind itself to accept claims for extra payments for items not included in the tender.

17. RIGHT TO ACCEPT / REJECT TENDERS

Notwithstanding anything contained in this Trust Tender Document, the Chennai Port Trust reserves the right to accept or reject any or all Tender(s) and part thereof at any time without assigning any reasons and without any liability or any obligation for such acceptance / rejection.

18. NATIONAL SECURITY

While evaluating the Tenders, regard would be paid to National defence and security / safety considerations. Offer received from any Tenderer may be summarily rejected on national security consideration without any intimation thereof to the Tenderer.

19. **AMENDMENT TO TRUST TENDER DOCUMENT**

The Trust may for any reason and at any time prior to the deadline for submission of tender, whether at its own initiative or in response to clarifications requested by the Tenderer, modify the Trust Tender Document by the issuance of Addendum.

The Tenderers will have to regularly check the Trust's website www.chennaiport.gov.in and CPP Portal www.eprocure.gov.in for any addendum published. The Trust will not be held responsible if the tenderers have not read the addendum published.

In order to offer reasonable time for the prospective Tenderer to take an Addendum into account, or for any other reason, the Chennai Port Trust may, at its discretion, extend the Tender due date, if considered necessary. Any Addendum thus issued to all the Tenderers and Tender Committee Meeting shall form part and parcel of the Agreement.

20. **TEST OF RESPONSIVENESS**

Prior to evaluation of Tenders, the Chennai Port Trust shall determine whether each Tender is responsive to the requirements. The Tender shall be considered responsive if:

- a. **The Tender should be submitted through e-Procurement mode only.**
- b. In order to verify the original document, the Tenderer would have to submit One Hard Copy of the Tender Document in sealed covers along with original Demand Draft/Banker's Cheque/Pay Order towards EMD from any Nationalized / Scheduled Bank superscripted " **Redesigning and Hosting of CHENNAI PORT TRUST WEBSITE for a period of Five years with one-year Warranty and AMC for Four years Under two cover system**" before 22.2.2018 14 45 hrs
- c. The Tender document should be signed and sealed on all the pages as stipulated in the Tender Document.
- d. is accompanied by the Power of Attorney duly notarized/self-attested.
- e. contains all the information as requested in the Trust Tender Document.
- f. mentions the validity period as set out in the Tender.
- g. contains copies of all related documents duly **notarized by Notary Public/self-attested.**

- h. Is accompanied by the Earnest Money Deposit of Rs.42,000 /- (Rupees Forty Two Thousand only). Earnest Money Deposit shall be paid in the form of Demand Draft/Pay Order/Bankers Cheque from any Nationalized / Scheduled Bank drawn in favour of the Chairman, Chennai Port Trust payable at Chennai.
- i. All the Forms and Annexures that are to be enclosed by the Tenderer should be duly notarized/self-attested.

The Trust reserves the right to reject any Tender as non-responsive on the grounds of failure to comply with (a) to (i) of above or for any other reasons.

21. OPENING OF TENDER

- ❖ The Tender would be opened in e-Procurement mode at the prescribed date & time.
- ❖ The main Cover and the Cover-I of the Tenders shall be opened at the Office of the Sr.Dy. Director (EDP) at the 4th floor of Centenary Building, Chennai Port Trust, No.1, Rajaji Salai, Chennai - 600 001 on **22.02.2018 @ 15.00 Hrs**, in the presence of the Tenderers or their authorized representatives (with a letter of authorization with their attested specimen signature) who are present. **Representative without such authorization letters may not be permitted to be present to witness the opening.**
- ❖ **The Tenders without the Earnest Money Deposit kept as specified in the tender document in the Main Cover, shall be rejected summarily and the authorized representatives of those Tenderers shall not be permitted to be present further.**
- ❖ In any case, the maximum number of persons representing the firm to witness the **opening of the tender is limited to One (1) only.**
- ❖ On the day of opening, Cover-I alone only will be opened through e-procurement mode and Cover - II will not be opened.
- ❖ The date and time of opening of price bid (Cover II) shall be intimated to the short listed Tenderers based on the evaluation of their Technical bid. The price bid (Cover II) of such eligible Tenderers shall be opened on the specified time and date in the presence of the short listed Tenderers or their authorized representatives.

22. METHODOLOGY OF EVALUATION

- The Cover – I shall be evaluated as per the Technical and Commercial terms as per the conditions stipulated in the Chapter - IV Eligibility Criteria.
- To assist in the process of evaluation of Tender, the Port may, at its sole discretion, seek clarifications in writing from any Tenderer regarding its Tender. The request for clarification and the response shall be made within 5 days from the date of requesting the clarification through e-mail followed by Telephonic conversation to expedite the reply. If no e-mail id is available, then clarification shall be undertaken through Fax. This is to expedite obtaining clarification from the Tenderer / Bidder. All correspondences undertaken through Fax should be followed by normal postal / courier correspondence. Failure to submit the clarification within the time limit specified above could result in a rejection of the Tender. However, no substantive change in the Tender would be permitted while making clarifications. The Cover –II of all the Technically and Commercially Qualified Tenderers shall be opened in the presence of the qualified Tenderers or their authorized representatives, on the date and time fixed by the Sr. Dy. Director (EDP).
- After opening of the Price Bid (Cover-II), the contract shall be awarded to the eligible technically responsive and commercially lowest tenderer as a whole.

23. EARNEST MONEY DEPOSIT

- a) The tenderers shall deposit an Earnest Money Rs. 42,000 /- (Rupees Forty Two Thousands only) as Demand Draft / Pay Order / Bankers cheque drawn in favour of The Chairman, Chennai Port Trust.
- b) **The Demand Draft / Pay Order / Bankers cheque should be kept in Cover I and shall not be sent separately. If the Demand draft / Pay order is kept in Cover-II, the Tender shall be considered invalid and summarily rejected.**
- c) Earnest money in any form attached to the tender or paid in any way except as specified above shall not be taken into account and the relative tender shall be rejected.
- d) No interest shall be allowed on the Earnest Money from the date of its receipt until it is refunded.

24. **MODIFICATION /SUBSTITUTION / WITHDRAWAL**

- The Tenderer may modify, substitute, or withdraw its tender after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Trust before due date of submission of Tender Document, i.e., **1500 Hrs on 21.02.2018 only through e-Procurement mode.**
- Additionally, the Modification, Substitution, or Withdrawal notice shall be prepared, sealed, marked, and delivered with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- **No tender shall be modified, substituted, or withdrawn by the Tenderer after the Due Date for submission.** Any modification / substitution / withdrawal after the due date will result in forfeiture of Earnest Money Deposit.

25. A copy of the Schedule 'A' contained in this tender document shall be returned to the Sr.Dy. Director (EDP), Chennai Port Trust, each of them duly filled in and signed by the Tenderer along with his tender. Any tender not so signed on all pages of the papers in the tender is liable to be treated as being defective.

26. The Chennai Port Trust Board do not bind themselves to accept the lowest or any tender or part thereof and reserve the right to accept or not accept any or all of the tenders either in whole or in part, without assigning any reason.

27. The Trust shall not give 'C' or 'D' Form. Hence the tenderers are advised to quote specifically the percentage of all taxes and duties including VAT if any.

28. **EXECUTION OF CONTRACT AGREEMENT:**

i) The successful Tenderer shall execute an agreement within 21 days from the date of receipt of documents from the Trust for execution of the agreement in a Non-Judicial Stamp paper (Rupee Hundred) and the cost of the stamping charge should be borne by the Successful Tenderer.

ii) Further, if the successful Tenderer undertakes, to enter into and execute, when called upon to do so, an agreement, with such modifications as agreed upon, and unless and until the formal agreement is prepared and executed, the successful Tenderer's offer, Trust order and the written acceptance for the receipt of Trust order of the successful Tenderer shall form a binding contract between the Trust and the Tenderer.

29. DISCLAIMER

Each Tenderer shall conduct his own investigation and analysis, check the accuracy, reliability and completeness of the information provided in this Tender Document at his own cost and expenses. It would be deemed that prior to submitting the Tender, the Tenderer has (a) made a complete and careful examination of requirements and other information set forth in this Tender, (b) received all such relevant information as it has requested from the Port Trust, and (c) made a complete and careful examination of the various aspects of the Project including, but not limited to, (i) the site, (ii) existing facilities and structures, (iii) the conditions of the access roads, waterfront and utilities in the vicinity of the site (iv) applicable laws and applicable permits and (vi) all other matters, including Guidelines, Major Port Trust's Act 1963, as amended from time to time, bye-laws, rules and regulations made there under, any administrative or other directions and guidelines given under the said Act as amended from time to time, a statement of conditions prescribed under the said Act as amended from time to time, and all other statutory enactments in relation to the Project or Project Services that might affect the Tenderer's performance under the terms of this Tender Document. Chennai Port Trust shall not be liable for any omission, mistake or error or neglect by the Tenderer in respect of the above.

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CHAPTER III

GENERAL CONDITIONS OF THE TENDER

1. The Tenderers should specifically note that they should send their offer in line with all conditions indicated in this document. In all respects, so as to finalize the Tender at the shortest period and also this will facilitate to return the EMD to the unsuccessful Tenderers at the earliest. The offers with deviation in commercial conditions shall be summarily rejected and no further correspondence regarding the clarification shall be made after opening the Tender.
2. The cost of stamping agreement must be borne by the successful Tenderer

3. TAXES:

The firm shall furnish the tax invoice as per GST Act/Rules in the name of Chennai Port Trust by mentioning the GSTIN of ChPT and indicating amounts of GST separately. The GSTIN of Chennai Port Trust is 33AAALC0025B1Z9. The firm shall remit the GST amount in the invoice to the Government within the due dates and also file the returns by mentioning the GSTIN to enable ChPT to avail applicable input tax credit. Chennai Port Trust shall reimburse the GST component mentioned in the Invoice to the Contractor / Supplier / Vendor only to the extent and on reflection of the same under the GSTIN of ChPT in the GST web portal. Applicable statutory recoveries including TDS under Income Tax, TDS under GST, etc., will be deducted / recovered while accounting for or making payments to the Contractor / Supplier / Vendor as per the applicable laws.

NOTE: The break-up for the basic cost and the Taxes and Duties shall be given separately in the **Price-bid - Cover – II - Schedule 'A', only**. The Board does not bind itself to accept claims for extra payments for items not included in the tender.

In the event of a tender being submitted by a firm it must be signed separately by each member thereof or in the event of the absence of any partner it must be signed on his behalf by a person holding an irrevocable power of attorney authorizing him to do so.

5. PERFORMANCE GUARANTEE:

- a) The firm should furnish Performance Guarantee equal to 5% of the total contract price within 21 days from the date of work order in the form of Demand draft / Bankers Cheque/ Bank Guarantee drawn in favour of “The Chairman, Chennai Port Trust”, payable at Chennai. The Performance Guarantee will be retained till the successful completion of contract period and released thereafter.
- b) If the Performance Guarantee has not been furnished by the successful bidder within the stipulated time, the Work Order stands cancelled and EMD will be forfeited.
- c) Specimen for the Bank Guarantee towards the performance guarantee is attached as Annexure - A.
- d) The Bank Guarantee towards the performance guarantee furnished by the successful Tenderer should have minimum one-year validity and shall be validated till the currency of the contract.
- e) Performance Guarantee above Rs.5 Lakhs shall be submitted in the form of Bank Guarantee as per the prescribed format.

6. FORFEITURE OF PERFORMANCE GUARANTEE:

The Performance Guarantee can be encashed in the following events and to the extent of the Tenderer's obligations determined in accordance with the provisions of this agreement and without prejudice to any other remedies the Trust may have under this Agreement after encashing such Performance Guarantee.

- i. Failure to sign and execute the Agreement as per Clause 30 of Chapter II.
- ii. Failure to commence the work within 7 days from the date of Placement of Order.
- iii. Failure to pay the Penalty for the down time beyond allowed limit during Annual Maintenance Contract period as per Clause 9 (a) of Schedule 'B'
- iv. Failure of the Contractor to adequately insure the employees, staff, officers, plant, machineries, buildings, equipment's, project assets, facilities, services & its components.
- v. Utilizing the services provided by Chennai Port Trust for any other purpose other than the purpose for which it is given as per the conditions of Contract.
- vi. Company goes into voluntary liquidation or otherwise.
- vii. Evidencing of an intention by the Contractor not to be bound by the terms of the Contract Agreement;

- viii. The Contractor abandons the Installation of any or part of the work under this Contract for a continuous period of 30 days.
- ix. Failure to comply with the statutory obligations under applicable laws.
- x. Violating of strategic, security, environmental concerns on the Contractor's part.
- xi. The Contractor engaging or knowingly allowing any of its employees' agents or representatives to engage in any activity prohibited by Law or which constitutes a breach of or an offence under any Law, in the course of any activity undertaken pursuant to the Contract Agreement.
- xii. If the Trust exercises its option to rectify the damages and such sums are not reimbursed by the Contractor within 15 days as per Clause 13 of Schedule-B.
- xiii. Failure to pay any other amount due to the Trust as per the terms and conditions of the Contract.
- xiv. Failure to pay minimum wages to Employees as per Minimum Wages Act or any failure as per the applicable Labour Laws.
- xv. Failure to perform or discharge or breach of any of its obligations, terms and conditions in accordance with the provisions of the Contract Agreement.
- xvi. Failure to perform or discharge any of its obligations in accordance with the conditions of the contract entails termination of the contract.

Upon such encashment and appropriation of the Performance Guarantee, Trust shall grant a period of 15 (fifteen) days to the contractor to provide a fresh Performance Guarantee and the Contractor shall within the time so granted furnish to the Trust such Performance Guarantee failing which the Trust shall be entitled to terminate this contract under the Termination clause. In the event of termination, the performance guarantee stands forfeited.

- 7. In the case of unsuccessful Tenderers, the Earnest Money shall be refunded, as soon as possible after the final decision of awarding the contract. The Earnest Money shall retain its character as such, till the Performance Guarantee is furnished and execute an agreement **within 21 days** from the date of receipt of documents from the Trust for execution of the agreement by the Tenderer. In which case also, no interest shall be allowed on the Earnest Money.
- 8. Where the firm whose tender has been received on behalf of the Board, intimates to the Trust that they are not willing to abide by the terms of the Tender or go back on the clarifications made before the Trust or the Tender Committee appointed to scrutinise the

Tenders in respect of terms of the tender, or withdraws the tender before receipt of final acceptance or when the firm whose tender has been accepted fails

- (i) To furnish an acceptance within 5 days for the WorkOrder given
- (ii) To furnish the Performance Guarantee within the prescribed time

the Earnest Money deposited shall be forfeited in cases of the above, the contract shall be cancelled or the agreement, if executed, shall be treated as null and void.

9. Further the Contractor undertakes, if the tender is accepted to enter into and execute when called upon to do so, an Agreement with such modifications as agreed upon and unless and until the formal agreement is prepared, and executed this Tender together with Tender Document, written replies to Clarifications issued based on the queries raised in the Minutes of the Tender Committee Meeting(s), letter(s) of correspondences including Fax/E-Mail shall form a binding contract between the Trust and the Contractor.
10. The cost of stamping the agreement shall be borne by the successful Contractor.
11. The Trust does not bind itself to recommend for acceptance the lowest or any tender or to assign any reason for non-acceptance and reserves to itself the right to divide the contract between two or more Contractors.
12. Only such Service Engineers and Vehicles as are authorized (licensed) by the Trust shall be permitted to enter into the Harbour premises at free of cost.
13. The Tenderer should render direct support service to Chennai Port Trust and a bond should be given by the contractor stating that the application is developed by the contractor/company itself and not purchased from any other contractor/company.
14. **AWARD OF CONTRACT:**
 - (i) After evaluation and finalization of price bids received, Chennai Port Trust would intimate the award of Contract to the successful Tenderer by placement of Work order. The date of issue of the Work order would be treated as the Project start date.
 - (ii) Within 21 days from the date of receipt of relevant documents from Chennai Port Trust, the successful Tenderer, shall enter into a Contract agreement with Chennai Port Trust for execution of work.

15. The Tenderer shall give an undertaking that they have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under PC Act in connection with the bid.
16. The Tenderers shall disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid.
18. Any misrepresentation of facts (or) furnishing false information by the Tenderer are liable to be blacklisted, declaring them ineligible for a stated period of time.
19. The Tenderers shall sign the Integrity pact form that is enclosed.
20. **ESI CLAUSE AND CONTRIBUTION:**

- The details of employees proposed to be engaged shall be furnished to this office before the commencement of the work.
- As per the Govt. Notification dt. 20.7.09, Chennai Port Trust has registered under the ESI Act on 26.9.2012 with ESI Corporation and provision of ESI Act, 1948 are applicable to Chennai Port Trust, a Social Security Act, is applicable to Factories using power and employing 10 or more personnel and establishment employing 20 or more persons and drawing wages / salary up to Rs. 15,000/- per month. Workers covered under ESI Act, are entitled of sickness, maternity and employment injury. Accordingly, the contractual / casual employees drawing wages up to Rs. 15,000/- per month employed either directly by Port Trust or through contractor are covered under ESI Act, 1948. It is obligatory on the part of the employer to calculate and remit ESI contribution comprising of employers' share of 4.75% plus employees' share of 1.75% which is payable on or before 21st of the following month, to which the salary relates.
- In case of Contractor employs more than 20 employees, they should register their name with ESI as per ESI Act, 1948 and obtain ESI Code. Both Employers share of 4.75% and Employees contribution of 1.75% (recovered from employees), totally 6.5% to be paid as contribution to ESI in their Code on or before 21st of following month to which the salary relates and acknowledgement for the same shall be submitted to the Port while claiming the bill. The bill without the acknowledgement of ESI contribution will not be entertained. In case the contractor has not paid the ESI contribution same will be recovered in the running bill and paid to the ESI Corporation in contractor's code. The delay in payment of contribution payable under the Act may be recovered as an arrear of Land Revenue.

- In case the contractor employs less than 20 employees, the list of employees' names, their father's name, identification proof, one passport photo shall be submitted to the Port Trust. The contribution of ESI amount, both Employers share of 4.75% and Employees contribution of 1.75% (recovered from Employees salary), totally 6.5% shall be paid by the contractor in the Chennai Port Trust Code on or before 21st of the following month to which the salary relates or otherwise payment to the contractor will be withheld. If the contractor fails to comply with the above instruction, then the Principal Employer (Chennai Port Trust) will make payment to the ESI Corporation. Such amount will be deducted from any amount due to the contractor. The delay in payment of contribution payable under the Act may be recovered as an arrear of Land Revenue. As per the above Government Notification
 - All intending Tenderer at the time of tender shall disclose all necessary documents as to whether they are covered under ESI Act or not. In case they are covered under ESI Act, they have to furnish the details of registration. In case the Tenderer does not possess ESI Registration at the time of participation in the Tender, then they should obtain registration under ESI Regulations before award of the work by Chennai Port Trust and submit the same within 30 days from the date of issue of work order. Any payment towards the work order will be made only after compliance of the ESI Regulation.
 - The Tenderer shall submit his first bill together with evidence of having obtained registration under ESI Regulations and only then the bill will be processed for payment. Subsequently, the Tenderer should periodically submit to Chennai Port the Form 6 prescribed under ESI Regulations along with the proof for having remitted the dues under ESI Regulations in respect of the workers/labours employed for the work awarded by Chennai Port to facilitate making payment for the bills of the Contractor.
 - In case the Tenderer are not covered under ESI Act, or exempted, they would furnish necessary documents along with an affidavit in original affirming before a first class Judicial Magistrate in Non- Judicial Stamp Paper worth Rs.20.00 to that effect.
 - In case they are not covered under ESI Act, they must additionally indemnify ChPT against all damages & accident occurring to his labour in a Non-Judicial Stamp Paper worth Rs.100/-.
- 21. INSURANCE:** The Tenderer is advised to take necessary insurance at his cost for his Employees, Materials etc.

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CHENNAI PORT TRUST

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CHAPTER IV

ELIGIBILITY CRITERIA FOR EVALUATION OF THE TENDER

1. The Tenderer should have the experience of successfully having carried out similar works during the last 7 years ending 30.09.2017 as per the following duly supported by Work Order/Agreement and Project Completion Certificates. If the Tenderer has submitted work order for similar works which contains combination of different works, then the relevant portion of the order (i.e.) order value related to the similar works will only be taken for evaluation purpose of the Eligibility Criteria. **Documentary proof for meeting the eligibility criteria duly self-attested shall be enclosed along with Tender Document.** The Completion Certificate shall indicate Work Order Reference No/Contract Agreement Reference and value for which the work order was executed.

a) Three similar completed works costing not less than ₹8.32 Lakhs each

(OR)

b) Two similar completed works costing not less than ₹10.4 Lakhs each

(OR)

c) One similar completed work costing not less than ₹16.64 Lakhs

Similar work means "having developed website /web portal /web applications including configuration, hosting, support and maintenance of the same"

2. All the documents above should be duly Self-attested / Notarized.
3. The Average Financial Turnover of the firm per year during the last three years ending **30.09.2017** should be at least **₹6.24 Lakhs**. The Tenderer shall enclose Profit & Loss Account for the last three years ending **30.09.2017** duly certified by Chartered Accountant and self-attested.
4. The Tenderer should have a registered office in India and branch office in Chennai.
5. The Tenderer should have been in operations for a period of at least 3 years as on last date of submission of bids. Please attach documentary evidence for the same as per Annexure D, E, F duly Self Attested.

- d. The objective of this Tender is to invite offers from reputed and eligible Website Designing and Development firm(s) for “Redesigning and Hosting of CHENNAI PORT TRUST WEBSITE” with the URL <http://www.chennaiport.gov.in>. in compliance with the ‘Guidelines for Indian Government Websites (GIGW)’, W3CG, along with the STQC certification.
6. The Tenderer should render direct support service to Chennai Port Trust while Developing and Maintaining the Website.
7. For Hardware Support and Maintenance, the Tenderer should render direct support service or through CISCO(OEM) AUTHORIZED PARTNERS having a valid partner Certificate. An authorization letter in this regard should be obtained from the OEM, CISCO for the subject Tender.
8. The Tenderer should not have been blacklisted or involved in any corrupt practices in Central / State Government / PSU’s in India. This must be supported by a declaration signed by the Company Secretary of the Tenderer.
9. The Tenderer should fulfill the Technical eligibility criteria / pre-qualification conditions for evaluation of their bids. Offers of the Tenderers fulfilling the above eligibility criteria / pre-qualification conditions will only be evaluated by the Tender Committee. The Trust reserves the right to reject any Tender as non-responsive on the grounds of failure to comply with above or for any other reasons

10. VERIFICATION OF DOCUMENTS:

Port reserves the right to verify/confirm all original documentary evidence submitted by the Tenderer. The successful Tenderer should produce original documents as and when required by FA&CAO or his representative. Failure to produce the same within the period as and when required and notified in writing by Port shall result in summary rejection of the Offers and/or termination of the contract.

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CHAPTER - V

SCHEDULE OF GENERAL PARTICULARS

Name of Tenderer/Manufacturer	
Address of Tenderer/Manufacturer	
Telegraphic/Telex/Fax Code of Tenderer/	
Name and Designation of the Officer of the Tenderer/Manufacturer to whom all reference shall be made for expeditious Technical Co-ordination.	
Place of Manufacture	
Service facilities available	
Availability of spare parts	
Tenderer's Proposal Reference and Date	
Tenderer's proposed validity period	
Earnest Money as desired deposited	
Terms of payment as laid down in General Conditions of Contract acceptable.	
Damages of delay in completion of commissioning acceptable as per Clause of General conditions of contract.	
Are all Technical details called for and price as called for in Schedule filled up	
All deviations pointed out in Schedule of Deviations	
Tenderer is agreeable to supply the equipment in case the deviations stipulated by him are not acceptable to the Trust.	
Performance Report	

Signature :

Name :

Designation :

Date :

CHENNAI PORT TRUST

CHAPTER - VI

Instructions for Online Bid Submission & Instructions to the Tenderers to submit the bids online through the eProcurement site <https://eprocure.gov.in>

- 1) Tenderer should do the registration in the tender site using the “Click here to Enroll” option available.
- 2) The Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying Authorities such as MTNL/SIFY/TCS / nCode/eMudhra.
- 3) Tenderer can use “My Space” area to update standard documents in advance as required for various tenders and use them during bid submission. This will facilitate the bid submission process by reducing time.
- 4) Tenderer should read the tenders published in the site and download the required documents / tender schedules for the tenders.
- 5) Tenderer then logs into the site by giving the user id/password chosen during registration and password of the DSC/e-token.
- 6) Only one DSC should be used for one Tenderer. If a Tenderer uses more than one DSC token, the bid would summarily be rejected.
- 7) Tenderer should read the Tender schedules carefully and submit the documents as per the Tender else the bid will be rejected.
- 8) If there are any clarifications the same may be clarified during the pre-bid meeting.
- 9) Tenderer should take into account the corrigendum’s if any published before submitting the bids online.
- 10) Tenderer must in advance prepare the bid documents to be submitted as indicated in the tender schedule and they should be in the required format. If there are more than one document, they can be clubbed together.
- 11) Tenderer selects the tender which he is interested using search option & then moves it to my favorites folder.
- 12) From the folder, appropriate tender can be selected and all the details can be viewed.
- 13) The Tenderer should read the terms & conditions and accept the same to proceed further to submit the bids.
- 14) The Tenderer has to enter the password of the DSC/e-token and the required bid documents have to be uploaded one by one as indicated.

- 15) The Tenderer has to submit the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected / will not be accepted by the system.
- 16) The rates should be offered in the format specified. (.xls format)
- 17) If the rates are not offered as per the given format the bid cannot be submitted / will not be accepted by the system.
- 18) Upon successful completion of the bid, the system will give a successful bid updating message, bid summary will be shown with the bid no., date & time of submission of the bid along with all other relevant details.
- 19) The bid summary should be printed and kept as an acknowledgement.
- 20) The bid summary will act as a proof of bid submission for the subject Tender.
- 21) For any clarifications regarding the Tender, the bid number can be used as a reference.
- 22) The bids should be submitted on or before the prescribed date & time.
- 23) Each document to be uploaded online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced by scanning at low resolution and the same can be uploaded.
- 24) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The Tenderers should follow this time during bid submission.
- 25) All the data being entered by the Tenderers would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & cannot be viewed by any one until the prescribed date & time of bid opening.
- 26) The confidentiality of the bids would be maintained. Secured Socket Layer 128-bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 27) Any document that is uploaded to the server is subjected to symmetric encryption using a generated symmetric key. Further this key is subjected to asymmetric encryption using buyers' public keys. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- 28) The soft copy of the remittance towards EMD shall be uploaded in the e-tender.
- 29) For any queries, the Tenderers are asked to contact by mail cppp-nic@nic.in or by phone 1-800-233-7315 well in advance.

NOTE: FINANCIAL BID TO BE SUBMITTED AS PER FORMAT THROUGH ONLINE MODE AND ONE HARD COPY AS SPECIFIED

The bid should be valid for a period of 90 days from the date of last submission of bids for this tender shall essentially comprise of the following and should be submitted online, the same should be digitally signed and separately duly signed hard copy as per the method specified above should be submitted at the stipulated location on or before the last date of submission on or before the stipulated time:

1. Eligibility Criteria/ Pre-qualification documents to be submitted online as well as hardcopy.
2. EMD to be enclosed along with the offer and scanned copy of DD/Pay Order/Bankers Cheque to be uploaded online.
3. The Technical Compliance to be submitted online as well as hardcopy as per tender requirements and scope of work and technical specifications.
4. Price Bid Response Form and Price Schedule as per attached Annexure to be submitted online as well as hardcopy.

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CHAPTER - VII

SCOPE OF WORK

TENDER for Redesigning and Hosting of CHENNAI PORT TRUST WEBSITE for a period of Five years with one-year Warranty and AMC for Four years.

Chennai Port Trust seeks to redesign the existing web site www.chennaiport.gov.in as per the requirements as mentioned below and to host the redesigned website in ChPT owned Cisco servers along with support and maintenance work.

From here onwards, Chennai Port Trust will be referred to as “ChPT” and the firm that will be submitting its quote as per this document will be referred to as “Vendor/Developer/Contractor”.

1. OBJECTIVES

ChPT aims at redesigning its website

- Migration of all the facilities in the present website to the redesigned website.
- Adding more features and functionalities, making the site more acceptable to industry & making it on par with international standards.
- To follow principles of usability and universal design, so that people even with disabilities can perceive, understand, navigate, and interact with the web easily.
- To make the website fully responsive.
- 100% CMS based website.
- To make the website fully compliant with GIGW guidelines and certified by STQC.
- The scope of work also includes hosting the website in ChPT owned Cisco servers (3 nos) and its support and maintenance.
- After warranty period, provide continuous maintenance of the website for a period of 4 years with the option to extend further.
- Handing over of full source codes, resolving site deployment, looks & feel issues and imparting training to ChPT IT team.

2. CHPT's WEB SITE REQUIREMENTS

Objective:

The objective of this Tender is to invite offers from reputed and eligible Website Designing and Development firm(s) for "Redesigning and Hosting of CHENNAI PORT TRUST website" with the URL <http://www.chennaiport.gov.in>. In compliance with the 'Guidelines for Indian Government Websites (GIGW)', W3CG, along with the STQC certification.

SCOPE OF WORK:

The work includes:

1. As Is study, Requirement identification and Analysis with respect to Redesign, development of new website for CHPT. Requirement gathering & Finalization of CMS and database configuration.
2. The website shall have options for multiple level of administrative control having varied rights for all the modules so that they are able to add/modify/remove content through Content Management System (CMS)
3. All the existing facilities (including webmail, Bulk SMS etc...) in the present website are to be migrated to the new website.
4. The website shall have provisions of Content Contributor/Creator, Moderator and Approver System wherein only authorised individual can upload the content on the website pertaining to their respective domain which after the due approval by the approving authority would be available to the Website Manager/Webmaster/Publisher for final uploading onto the website.
5. The successful bidder (vendor) would be required to provide Warranty, Maintenance, and Technical Support for the website and the associated CISCO Servers from the date of issue of completion certificate, and Annual maintenance of website with onsite technical support as and when required. AMC includes minor additional requirements/minor changes apart from regular maintenance.
6. Testing, Implementation, Training and Maintenance of the Chennai Port Trust (ChPT) official website in compliance with the 'Guidelines for Indian Government Websites (GIGW)', W3CG along with the STQC certification. Preparation of User, Design & Technical manuals and other documents for the developed website in an easy to understandable and User friendly language with proper Diagrams, Screen-shots and charts wherever required.

Design:

The identified agency / vendor should study the existing website of the CHPT and design the homepage as per the scope of the work including latest features like mobile friendly responsive and etc. The agency / vendor will require to prepare different templates for the homepage, contents of the website and sitemap, which should be presented to and finalized after consultation with the notified committee.

- a. The website must be mobile phone and tablet ready.

- b. The website will have to be in English with smart translation service.
- c. The new website will be CMS (Content Management System) Enabled with one Super Admin control. This should be able to create multiple sub-admin control users who can manage the contents of respective divisions/sections.
- d. A module to authenticate web user (i.e., Member organizations) and share files and notifications.
- e. The Design of the website pages, the overall look of the home page, the use of smart-icons for highly user-friendly information, dissemination and other creative aspects will be subject to the requirements of CHPT and the developer team shall cater to the needs put up by CHPT. The Design of website will include Detailed Requirement gathering and analysis, Study and analysis of existing /Similar website and Mobile apps and include best practices in draft design, to submit detailed Report covering requirement & functional aspects. The selected Vendor shall also be required to undertake the following tasks: Coordination and collection of required content from the concerned stakeholder, Information Integration and Consolidation of data and information, Approval of prototype (design interface) developed by vendor should be taken from the stakeholder, Preparation of Content Structure/ Information Architecture for the website/mobile app, Approval on the content gathered by the client department & Client Sign-off for Design finalization.

Key Features:

- There must be linkages provided to various social media portals like Facebook, Twitter, MyGov etc.
- There has to be a feedback, opinion poll counter, page visits counter, RTI, Tenders, news and notices archives feature inbuilt in the website, which may require a database.
- The website will be in open source environment with development tools and database, the support of which is available in NIC Cloud / Data Centres.
- There must be a feature of calendar of events which can be updated and also gives flash reminders on homepage.
- Interface with Dashboard display on home page.
- Information about CHPT, Objectives and its Activities.
- Information about Divisions controlling various schemes and programmers.
- Archiving of Documents.
- Logo's {Shipping, CHPT, Sagarmala, Maritime summit, all port logo's, etc}
- Links to different databases
- Bibliography and Catalogues
- Links to relevant URL's
- Access of e-mail through website
- Website shall be Role Based with minimum skills required to update the contents by an authorized user.
- Dynamic font sizes for display

- Number of Hits
- To make it vibrant, pictures shall be changed regularly and randomly from our archives
- Feedback or suggestion form
- Authenticated user page to share files and notification.

Development:

The Website should be developed with the latest open source technology, using up-to-date and well-established development tools and software. The development approach should conform to the best practices in the Website development and maintenance industry in line with Govt. of India Guidelines.

It should ensure the following:

- Adherence to commonly accepted standards and practices, including W3C compliance.
- Using latest website design technologies like HTML5 with acceptability on all current user technology platforms; browsers, operating systems, client systems.

Security:

The Successful bidder (vendor) will ensure and provide the following security features:

I. Tools for control and monitoring Website security

II. Protection against defacement, hacking

III. Design should incorporate security features to protect the site from Session Hijacking, SQL injection, Cross scripting, Denial of Service etc.

Visitor Section

- **Notices and Circulars:** All notices and circulars originating from CHPT would be listed here. The notices and circulars would be listed date-wise. All notices and circulars would have a valid date and after date expiry it would be automatically moved to archives section under Notices and Circulars.
- **Forms and Downloads:** All forms originating from CHPT would be listed under various categories under Forms and Downloads sections. The format for all would be PDF file. For each file, brief description along with size of file would be mentioned. Here also these forms would have a valid date and after expiry of valid date, it would be automatically being moved to archives section under Forms and Downloads.
- **Media Centre:** This would have following sections:
 - **Press Release:** All press releases from CHPT would be listed under this section.
 - **Photo Gallery:** Event-wise photographs would be listed under this section. Each photograph would have a brief description. All photographs would be listed in thumbnail (small) size and on clicking on the photograph it would be opened in a new window with original size.
- **Events Calendar:** List along with details of all forthcoming events would be mentioned under this section. When the date of event passes on the event would automatically be moved to archives section under Events.
- **Tenders:** Here the visitors to the site would be able to view the Tenders pertaining to CHPT. The tender would be listed department-wise and date of expiry-wise. If a corrigendum is issued for the tender, then it would be listed below that tender. On expiry

of the last date of submission the tender would be moved to archives section of Tender. Also cancelled tenders would be listed under cancelled tenders section under Tenders.

- **Recruitments:** Here the visitors to the site would be able to view all job openings of the CHPT. Complete details as to how to apply, where to apply, eligibility criteria and last date of submission would be listed here. On expiry of the last date of submission the job opening would be moved to archives section of Recruitments.
- **Related Links:** Links to other government websites and web applications would be provided under this section.
- **Frequently Asked Questions:** This section would list the frequently asked questions along with answers to those questions. The administrator would also have the option to link the feedback received from visitors with frequently asked questions.
- **Feedback:** The visitor to the website would be able to post the feedback through the website. The feedback can be a general feedback, feedback on content.
- **Content Structure:** The website would have n level content structure
- i.e. there would be main links in the website. Under each main link, there would be sub-links. Under each sub-link here would be sub-links level 2 and so on.
- **Full Text Search:** Full text search would be provided in the website for all the content entered through the CMS. On entering any keyword, the system would search in all links, sub-links and sub sub-links and would provide links where that word is present. On clicking the link, the content would be displayed.

Administrator Section:

- **Secure Login:** The admin section would be protected by username and password and salted MD5 encryption would be used. At database level also password would be stored in encrypted format. After 5 consecutive wrong attempts the password would be reset and new password would be sent to administrator through email.
- **User Management:** The super admin would have the option to create users pertaining to each department for entry.
- **Links:** Administrator would be able to add/delete the links pertaining to English in the website at any point of time from any location. The control for the same would so user friendly that a simple data entry operator would be able to update the links. There would be three types of links, File (link to a file i.e. Doc, PDF, JPG etc.), URL (Link to some other website) and Content (Static information in rich text format). Also the administrator would be able to set the order in which the links would appear in the website.
- **Page Title:** For each link created the admin would specify the title of page.
- **Link Validity:** For each link created the admin would specify the date by which the link expires. The default value would be never expiring.
- **Ownership:** For each content the admin would specify the source of the content and owner of the content.
- **Content Structure:** The admin would add links in the website. Now each link can be a main link. At the same time, it can be a sub-link to some other link. Also simultaneously it can be a sub-link level 2. Thus achieving complete flexibility.

- **Tenders:** Through this section the Administrator would be able to Add/Delete/Modify the tenders originating from the CHPT. The admin would have the option to add corrigendum for the tender and also cancel or altogether delete the tender.
- **Feedback Management System:** The admin would be able to view all feedbacks received for a particular date or for duration. Now the admin would be able to send the reply for the same and email would be sent to the visitor's email address. These types of feedbacks would be viewed and replied.
- **Circulars:** Through this section the Administrator of the site would be able to Add/Edit/Delete the Circulars pertaining to the CHPT on the website in both the Languages.
- **Photo Gallery:** Through this Module the Administrator would be able to add/update the categories in the website & would further be able to Add/Delete/Modify the Photographs pertaining to that category in the website.
- **Downloads:** The Administrator would have the option to add/delete/modify the files pertaining to download section
- Features should be made available for periodic updates of data in the existing web pages through shell scripts 2 to 3 nos.

DELIVERABLES OF WEBSITE:

During Implementation:

- The vendor should provide one year (Warranty) technical maintenance & support for the website from the date of go live.
- Should ensure that the website is continuously available and should attend change requests as and when required by the trust at no extra cost.
- Should obtain necessary Certifications as per the Tender Conditions.
- Should maintain the Hardware from the date of Go-Live.
- Should submit a detailed project document before commencement of the project for the proposed development of website, functional specifications of website, workflow, links, navigation, architecture, structure of website and minimum of three design options (home page & inner pages) and implement the same after approval of the Trust.

During AMC Period:

- Should maintain the website and attend to the change requests as and when required by the Trust without any additional cost.
- Should ensure that the website is continuously available.
- Should maintain the associated hardware.
- AMC includes Maintenance and support of these 3 in-house servers also

- All the Hardware problems should be resolved immediately. In case of replacement of the Spares, a spare with similar configuration or a spare of Higher configuration (at no extra cost) should be provided.
- The AMC is comprehensive, covering all repairs and replacements. Comprehensive AMC includes: -
 - i) All parts of Hardware for the equipment with OS support - Installation, Troubleshooting, Patch management & update services under AMC.
 - ii) Software uploading, data recovery in case of corruption of data in servers under AMC.
 - iii) The firm should provide only OEM / genuine spares for maintaining all the Hardware under AMC including cables etc...
 - iv) The firm should satisfy themselves of the prevailing conditions (corrosion, power surge, rodents intrusion & its components) in the Trust and should guarantee and ensure that the equipment would work / be made to work in case of any failure during the contract period.
 - v) Minimum uptime of 99.75% should be guaranteed during the maintenance (AMC) period.
 - vi) It has to be ensured by the of lodging of complaint and the faults/defects arising in the said equipment are identified and rectified within 24 hours (including holidays). The contractor shall make all arrangements to provide a standby equipment in case the defective equipment could not be rectified immediately.
 - vii) Periodic system maintenance to be carried out. Schedule & optimize the services running on all the servers time to time. Ensure all the critical services are running on the server.
 - viii) Maintain list of all system, configuration files & volumes
 - ix) Backup of servers as defined by CHPT. reload OS & other application & restore in case of a crash.
 - x) OS performance tuning
 - xi) Deploying best practices in consultation with IT team of CHPT.
 - xii) The successful tenderer should provide the details of contact persons in the form of escalation matrix.

SERVER RELATED

- CHPT has in-house servers of Cisco make (CISCO-UCSC-C240-M3) with sufficient capacity to host the website. In addition, CHPT also has Red Hat Enterprise Linux (RHEL) that may have to be installed in the server. (OS for installation will be provided by ChPT)
- The website has to successfully run in the in-house server.
- The mail server also has to be configured and mails have to be properly migrated into the new mail server.
- The technology proposed by the successful bidder has to make use of the above resources without having to purchase additional software by CHPT.

- The technology proposed by the successful bidder has to ensure continuous availability of website even in the case of unforeseen circumstances (DR plan should be submitted by the vendor)
- Detailed Server Specification in Annexure 'H'

ACCEPTANCE CRITERIA

- a. Must submit STQC compliance certificate issued as per GIGW while handover to the CHPT
- b. Final Source code of the project along with detailed documentation, user manual etc., and IPR is to be transferred to CHPT.
- c. Requisite Training for the ChPT Officers / Staff as desired by ChPT.
- d. Website Contents on CD (Source code)

PROJECT COMPLETION:

Project should be Commissioned (“Go Live”) within 90 days from the date of issue of Work Order.

WEB ACCESSIBILITY / GUIDELINES / FEATURES RESPONSIBILITIES MATRIX

SI.No	GUIDELINE	RESPONSIBILITY
1. Government of India Identifiers.		
1	Association of Government is demonstrated by the use of Emblem/Logo, prominently on the home page of the website	Developer
2	Ownership information is displayed on the Home page and on all important entry pages of the website.	Developer
3	Complete and self-explanatory title of the homepage (appearing on the top bar of the browser) is provided	Developer
4	Website is registered under 'gov.in' or 'nic.in' domain	ChPT
5	Website provides a prominent link to the 'National Portal' from the Home Page and Pages belonging to National Portal load in new browser window.	Developer
2. Building Confidence		
6	Website has Copyright Policy, prominently displayed on the homepage	ChpT
7	Due permissions have been obtained for publishing any content protected by copyright.	ChpT

8	Sources of all documents whether reproduced in part or full, is mentioned.	ChpT
9	Website has a comprehensive Hyper Linking Policy	ChpT
10	Clear indications are given when a link leads out To an on-government website.	Developer
11	The mechanism is placed to check the accuracy of Hyper linked Content	ChpT
12	Mechanism is in place to ensure that there are no 'broken' links (internal as well as external)	ChpT
13	Websites has a comprehensive Terms & Conditions statement, linked from all important pages.	ChpT
14	Terms & Conditions statement disclaims responsibility of the content sourced / linked from a non-Government website and clearly indicates whether information available on the site can be used for legal purposes or not.	ChpT
15	Website has a Privacy Policy linked from all the relevant pages	ChpT
16	All electronic commerce transactions are handled Through secure means	N/A
3. Scope of Content: Primary Content About Us		
17	All information about the department, useful for The citizen and other stakeholders, is present in The 'About Us' section and mechanism is in place To keep the information up to date.	ChpT /Developer
18	The complete Title of the Scheme is reflected.	Developer
19	Website provides a completed escription of the scheme along with the procedure for obtaining the associated benefits.	Developer
20	The validity of the schemes has been mentioned.	ChpT
Services		
21	Self-explanatory title of the services is published.	ChpT /Developer
22	The website provides a completed escription of the service along with the procedure to apply for/avai the same.	ChpT /Developer
Forms		
23	The website provides the complete title of the Form along with the purpose it is used for.	Developer
24	Language of the form (other than English) is Mentioned clearly.	Developer
Acts		
25	The complete title of the Act (as written in the Officialnotification) is mentioned.	Developer

Documents		
26	The complete title of the Document is mentioned On the website.	Developer
27	The language of the Document (other than English) is mentioned clearly.	Developer
28	Validity of the Document has been mentioned.	ChpT /Developer
Circulars and Notifications		
29	The official title of the Circular/ Notifications is mentioned.	Developer
30	Validity of the Circular/ Notifications is mentioned.	ChpT /Developer
Tenders and Recruitment		
31	Mechanism is in place to ensure that all Tender /Recruitment Notices issued by the Department are published on the website.	ChpT
32	Website Provides a completed description of the Tender/Recruitment notice along with the procedure to apply for the same.	ChpT
33	Mechanism is in place to ensure that all information on old/ irrelevant Tender/Recruitment notices is removed or moved into the archive section.	ChpT
News and Press Releases		
34	News/Press releases are displayed along with the date and these are organized as per archival policy of the website.	ChpT /Developer
Contact Us		
35	Website has a 'Contact Us' page, linked from the Home Page and all relevant places in the website.	Developer
36	The complete contact details of the important Function aries in the Department are given in the 'Contact Us' section.	ChpT /Developer
Presence on the National Portal		
37	Mechanism is in place to ensure that all the Citizens Services, Forms, Documents and Schemes are registered with respective repositories of the National Portal.	ChpT
Scope of Content: Secondary Content		
38	Mechanism is in place to ensure that all out dated Announcement is removed from the website or moved to archive.	ChpT
39	All Discussion Forums on the Website are Moderated.	N/A
40	For every related link, the complete URL of the Home Page /Concerned webpage is provided.	Developer

Scope of Content: Tertiary Content		
41	Feedback is collected through online forms and Mechanism is in place to ensure timely response to feedback/queries received through the website.	ChpT /Developer
42	The website has readily available Help section	ChpT
43	Complete information including title, size(playing time for audio/video), format, usage instruction and plug into view the file is provided for downloadable material including documents.	N/A
44	Mechanism is in place to ensure that all Downloadable material is free from virus.	ChPT/Developer
45	Minimum content as prescribed in the guidelines is present on the homepage	ChpT
46	Subsequent pages of the website have the minimum content as prescribed in the guidelines.	ChpT
47	Website is free from offensive/discriminatory language.	ChpT
4. Quality of Content		
48	Content is compiled and packaged with citizen orientation.	ChpT
49	The Department has a Content Contribution, Moderation and Approval Policy(CMAP) for the website.	ChpT
50	Homepage and every important entry page of website Displays the last updated / reviewed date.	ChpT/Developer
51	Department has a Content Review Policy(CRP) for the website.	ChpT
52	All Documents/ Reports have a time stamp at least on the main page.	Developer
53	The Departments have a clearly laid out Content Archival Policy (CAP) for the website.	ChpT
54	Clear and simple language has been used through out the website.	ChpT
55	The language is free from spelling and grammatical errors.	ChpT/Developer
56	Whenever there is change in the language of the webpage it has been clearly indicated.	ChpT/Developer
57	Consistency in nomenclature is maintained across the website.	ChpT
58	All information, which is of direct importance to the citizen, is accessible from the Homepage.	ChpT/Developer
59	Information structure and relationship is preserved in all presentation style.	Developer

60	The meaningful reading sequence is preserved in all presentation styles.	Developer
61	Documents /pages in multiple languages are Updated simultaneously.	NA
5. Design		
62	Visual / textual identity elements highlighting the Government's ownership of the website are Prominently placed on the page.	Developer
63	A consistent page layout has been maintained Throughout the website.	Developer
64	National identity symbols like Flag, National Emblem etc. are in a proper ratio and colour.	Developer
65	Hindi / regional language fonts have been tested on popular browsers for any inconsistency (loss of layout).	Developer
66	Webpages allow resizing of text without the use of assistive technology.	Developer
67	Text is readable both in electronic and print format And the page prints correctly on an A4 size paper	Developer
68	There is adequate contrast between text and background colour.	Developer
69	All information conveyed with colour is also available without colour.	Developer
70	Alternate text is provided for non-text elements (e.g. images).	Developer
71	Websites provide text and escription of audio / video clips & multimedia presentation.	N/A
72	Caption have been provided for all important audio content.	N/A
73	Web pages do not contain any content that flashes for more than three times in a second.	Developer
74	There is a mechanism to control scrolling, blinking content.	Developer
75	There is a mechanism to control (stop, pause...) Audio that starts automatically.	N/A
76	All pages on the website have a link to the home page.	Developer
77	The positioning and terminology used for navigation items and navigation scheme is consistent across the website.	Developer
78	There are no links to 'under construction' pages.	Developer
79	Each page is a standalone entity in terms of ownership, navigation and context of content.	Developer
80	Webpages allow user to bypass repeated blocks of content	Developer
81	Website has either a "search" box or a link to a "search" page from every page of the website.	Developer

82	Website has an up to date Site Map that is linked To the Homepage as well as to all important entry pages of the website.	Developer
83	If the site uses frames, each frame is properly titled.	N/A
6. Development		
84	Website uses Cascading Style Sheets to control layouts/styles	Developer
85	Website is readable even when style sheets are switched off or not loaded.	Developer
86	Webpages are usable even when scripts, applets etc are turned off.	Developer
87	Documents are provided either in html or other Accessible formats. Instructions / Download details for viewing these formats are provided.	Developer
88	In content implemented using mark-up languages the elements have been use according to specification.	Developer
89	Labels have been provided when content requires Input from the users.	Developer
90	Time limit for time dependent web functions can be adjusted by the user (also refer exceptions).	N/A
91	Instructions for operating/understanding correct do Not rely solely on characteristics like shape size location etc.	Developer
92	All input errors are flashed in text	Developer
93	Functionality of content is operable through keyboard.	Developer
94	Focus is not trapped in any component while Navigating through keyboard only.	Developer
95	Purpose of each link is clear to the user.	Developer/ChpT
96	When any component receives focus it does not Initiate change in context.	Developer
97	Changing the setting of a component does not change the context unless the user has been informed the same.	Developer
98	Metadata for page like title, keywords, description and language is appropriately included.	ChpT/Developer
99	Data tables have been provided with necessary tags/mark-up.	Developer
100	All components receive focus in an order that preserves the meaning/ operation.	Developer
101	Role of all interface components can be Programmatically determined.	Developer
102	The website has been tested on multiple browsers.	Developer
103	Website has cleared Security Audit by certified Agency and has a Security Policy.	Developer

7.Website Hosting		
104	Websites are accessible to the intended audience in an efficient and secure manner on 24x7 basis.	Developer
105	The Hosting Service Provider possesses state-of-the-art multi-tier security infrastructure as well as devices such as firewall and intrusion prevention systems.	Developer
106	The Hosting Service Provider has redundant server infrastructure for availability.	Developer
107	The Hosting Service Provider performs regular Backup of the website.	Developer
108	The Hosting Service Provider has a Disaster Recovery (DR) Centre in a geographically distant location and a well-crafted DR plan for the website.	Developer
109	Web Hosting Service Provider provides Helpdesk & technical support on 24x7x365 basis.	Developer
110	All possible security measures have been taken to Prevent defacement / hacking of the website and the department has contingency plan in place for situations like these.	Developer
8.Website Promotion		
111	Website ranks in the first five results on major search engines when searched with relevant keywords.	Developer
112	It has been insured that all stationary of the department as well as advertisements / public messages issued by the concerned Department prominently display the URL of the website.	ChPT
9.Website Management.		
113	Department has nominated a Web Information Manager as defined in the guidelines.	ChPT
114	The website has a website monitoring policy.	ChPT
115	All policies and plans are approved by Head of Department.	ChPT
116	Intranet.	Developer

SMS:

Provision is required to send SMS alert to all the Officers & Staff of the Port on the Salary & other supplementary payments and payments to Contractors / Pensioners etc., through SMS to their respective mobile phones. Approximately 1,50,000 SMS would be sent on any given Financial Year. Each SMS message should have a capability of sending a minimum of 150 Characters. Vendor should submit a report with the actual number of SMS sent as per the format provided by Trust while submitting the invoice.

FA&CAO

CHENNAI PORT TRUST

CHENNAI PORT TRUST
COST SCHEDULE
SCHEDULE 'A'

SI .N o	Description	H S N C o d e / S A C	Unit of Meas urem ent	Qu ant ity	Rate per Unit	Base price	GST Rate	GST Amt Rs.	Total Value (Base Price + GST)
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	(x)
1	Cost for redesigning of website with 1 year warranty (Lumpsum one time payment)								
2	Annual Maintenance for Website for a period of 4 years after Warranty Period (Payable once in 6 months after completion of the AMC)								
3	Cost for configuration of web server & hosting the website in ChPT owned server along with necessary maintenance & support for 5 years (Payable once in 6 months after completion of the AMC)								
4	STQC Certification (Lumpsum one time payment)								
5	Rate for 1,50,000 SMS								
	Total					XX	XX	XX	XX

Statutory Requirement: PAN,TIN,GSTN,Certification of Registration of Companies.

FA & CAO
CHENNAI PORT TRUST

CHENNAI PORT TRUST

SCHEDULE 'B'

SPECIAL CONDITIONS OF CONTRACT

1. The Contractor shall examine carefully the General Rules and Directions, General and Special Conditions of Contract, Technical Specifications and Shall inspect the site to acquaint himself/herself with the nature of work local working conditions & its components., for the purpose of making his/her offer on his own responsibility.
2. The Tenderer shall be responsible for any accident, damage or injury caused to any of his/her employees during the execution of this work till acceptance and shall hold the Board blameless in respect thereof and also on respect of any reason whatsoever.
3. The FA & CAO or his/her representative shall be at liberty to object to and require the contractor to remove from the works any person employed by the Contractor for the works, who in the opinion of the FA & CAO or his representative, misconducts himself/herself or due to his incompetence or negligence in the proper performance of his/her duties and such persons shall not be again employed upon the works, without the permission of the FA & CAO.
4. The price shall be firm till the completion of the contract.
5. The Tenderer shall be responsible for all structural damage to both permanent and temporary property of the Trust and for injury caused by work or workmen to persons, animals or things and shall hold the Board blameless in respect thereof. He/she shall also be responsible for any injuries or damages caused to the works by inclemency of weather and shall rectify at his/her own cost, the damages caused by the same and thoroughly complete the whole of the works.
6. (i) Authorized representative of the Trust shall have full and free access to inspect the assembly of the equipment at site in Chennai Port while in progress.

(ii) The Contractor shall at his/her own expense provide all special materials, tools, tackles, apparatus and things necessary to assemble the plant and complete the test and demonstration in the manner aforesaid.

7. PAYMENT TERMS:

	Descriptions	Activities to be completed	% of Payment
1	Cost for redesigning of website with One-year warranty from the date of Implementation / Go-Live (Sl. No.1 of Schedule–A)	Configuration of the web server, Hosting & Commissioning of the the website & acceptance by the Port	60% of Sl. No.1 in Schedule - A
2	Submission of STQC compliance certificate issued as per GIGW (Sl. No.4 of Schedule–A)	Submission of the Certificate STQC compliance certificate issued as per GIGW	Remaining 40% of Sl. No.1 and 100% of Sl.No 4 in cost schedule – A
3	Annual Maintenance for Website for a period of 4 years after Warranty Period (Sl. No.2 of Schedule–A)	AMC Acceptance by the Port	Payable once in 6 months upon successful completion of the AMC
4	Cost for configuration of web server & hosting the website in ChPT owned server along with necessary maintenance & support for 5 years (Sl. No.3 of Schedule–A)	AMC Acceptance by the Port	Payable once in 6 months upon successful completion of the AMC
5	SMS (Sl. No.5 of Schedule–A)	Annual report to be given as per the Trust's format.	Payable once a year based on actuals.

The successful bidder has to give the invoice and should furnish necessary documentary proof in support of payment of the taxes prevailing during the AMC period.

For SMS, the trust would pay the charges based on the (actual number of messages sent every year * rate per sms) quoted in Sl.No.5 of Cost Schedule-A.

8. As per Section 194 (C) of the Income Tax Act, Income Tax @ 2%, 5% under TNVAT ACT 2006 will be deducted for which Form '16 A' under Income Tax Act and Form 'T' under TNVAT Act will be issued by the Trust.

9. PENALTY CLAUSE:

Uptime: Minimum Uptime of 99.75% should be guaranteed during both Warranty and AMC period. A penalty of 0.5% of the AMC value will be levied for every percentage drop in

Uptime during the warranty and AMC period subject to a maximum of 5% of the AMC value per year.

The above charges, payable by the contractor to the Trust shall be adjusted from the payments to the Contractor. If the payment due to the Contractor towards AMC charges is not adequate for such adjustment, the Trust has the right, without prejudice to any other remedy under the Law to encash the Performance Guarantee. Upon such encashment and appropriation of the Performance Guarantee, Trust shall grant a period of 15 (fifteen) days to the contractor to provide a fresh Performance Guarantee and the Contractor shall within the time so granted furnish to the Trust such Performance Guarantee failing which the Trust shall be entitled to terminate this contract under the Termination clause.

However, repeated defaults due to frequent breakdowns shall not be permitted for more than 12 times in every Operating year. If it exceeds 12 times, the same will be treated as Breach of Contract and lead to termination of Contract, forfeiture of Performance Guarantee and If this contract is terminated on account of the Contractor's failure to perform or discharge or breach of any of its obligations, terms and conditions in accordance with the provisions of the Contract Agreement besides forfeiture of Performance Guarantee, the Trust shall be entitled to recover from the Contractor such damage as may be determined by the FA & CAO with due regard to the inconvenience caused to the Trust on account of such termination without prejudice to the Trust's right to proceed against such Contractor.

10. No correspondence shall be entertained by the Chennai Port Trust from the unsuccessful tenderers.

11. Chennai Port Trust reserves the rights to accept or reject any or all offers without assigning any reason thereof.

12. BREACH OF CONTRACT

Any one or more of the following shall be construed as a Breach of Contract: -

- I. Failure to sign and execute the Agreement as per Clause 25 of Chapter II.
- II. Failure to commence the work within 7 days from the date of Placement of Order.
- III. Failure to pay the Penalty charges for the Annual Maintenance Contract period as per Clause 9 of Schedule 'B'
- IV. Failure to provide alternative arrangements within a maximum of 24 hours to ensure smooth flow of work and to rectify the defects during the Warranty period within a period of 3 (Three) days and or the period as extended by FA & CAO.

- V. Failure to replace or renew the Performance Guarantee as per Clause 6 of Chapter III.
- VI. Failure to transfer all applicable Permits, Licenses, Patents & its components., to Chennai Port Trust at the time of handing over of System.
- VII. Failure of the Contractor to adequately insure the employees, staff, officers, plant, machineries, buildings, equipment's, project assets, facilities, services & its components.,
- VIII. Failure to renew the Insurance and if the Trust exercises its option to purchase and maintain any insurance and such sums are not reimbursed by the Contractor;
- IX. Any failure to pay wholly or partially for utilities, facilities and services provided by the Trust;
- X. Utilizing the services provided by Chennai Port Trust for any other purpose other than the purpose for which it is given as per the conditions of Contract
- XI. Company goes into voluntary liquidation or otherwise;
- XII. Evidencing of an intention by the Contractor not to be bound by the terms of the Contract Agreement;
- XIII. the Contractor abandons the Installation/Erection of any or part of the work under this Contract for a continuous period of 30 days;
- XIV. Failure to comply with the statutory obligations under applicable laws;
- XV. Violating of strategic, security, environmental concerns on the Contractor's part;
- XVI. The Contractor engaging or knowingly allowing any of its employees' agents or representatives to engage in any activity prohibited by Law or which constitutes a breach of or an offence under any Law, in the course of any activity undertaken pursuant to the Contract Agreement;
- XVII. If the Trust exercises its option to rectify the damages and such sums are not reimbursed by the Contractor within 15 days as per Clause 9 (x) of Schedule-B. Failure to pay any other amount due to the Trust as per the terms and conditions of the Contract.
- XVIII. Failure to pay minimum wages to Employees as per Minimum Wages Act or any failure as per the applicable Labour Laws.
- XIX. Failure to perform or discharge or breach of any of its obligations, terms and conditions in accordance with the provisions of the Contract Agreement.
- XX. Failure to pay Performance Guarantee in the form of Demand Draft / Bankers' Cheque / Bank Guarantee drawn on any Scheduled Bank / Nationalized Bank

payable at Chennai as per the tender conditions within the time limit of 15 days from the date of receipt of the Letter of Intent / order or such extended date of FA & CAO.

XXI. **FORECLOSURE:** The Trust reserves every right to foreclose the contract at any time during the Contract period.

XXII. The Trust reserves every right to reduce number of quantities mentioned in Schedule A against each item from AMC during the contract period.

13. CANCELLATION/TERMINATION OF CONTRACT:

If the contractor breaches any of the contractual obligations as set forth in Clause 12 of Schedule-B, the contract shall be cancelled and Performance Guarantee encashed.

14. FORCE MAJEURE:

If at any time during the continuance of this contract the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war (whether declared or not) act of God or acts of Republic of India's enemies, invasions, riots, civil commotion, fire, sabotage, accidents, floods, earthquakes, storms, plague, quarantine, strikes or lock-outs or any labour unrest, go slow at contractor's work or that of the suppliers/sub contractor's work or any natural calamities or any other factor which are reasonably beyond the control of both the parties, provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either in respect of such non-performance or delay in performance and completion of work under the contract shall be resumed as soon as practicable after such event has come to an end of cease to exist and the decision of the Engineer as to whether the work has been so resumed or not shall be final and conclusive provided further that if the performance in whole or in part or any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the Board shall be at liberty to take over from the contractor at a price to be fixed by the FA & CAO, which shall be final all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the Board may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the Board elect to retain.

15. It must be clearly understood that the amount payable under the contract is to be inclusive of everything required to be done as per the specifications, conditions of supply and all

such work as is necessary for the proper completion of the contract although special mention thereof may have been omitted in the specifications.

16 The contractor shall be solely responsible for reporting to the Board and the Police department of any serious or fatal accident inside the Harbour premises to any of his employees / workman engaged by him.

17. The prices shall be firm and not subject to fluctuation at any stage till the completion of the contract. The prices quoted must be filled in ink both in figures and words in the Cost Schedule 'A' attached with the Tender Document and any correction shall be supported by the Contractor's signature there against.

18. The Contractor shall indicate specifically and separately for any items which have not been specifically mentioned in the specification but which are found necessary for completion, efficient installation and operation of electrification system other than those items which are not covered under 'works not included'.

19. The tender shall be accompanied by sufficient details of materials included in the offer with catalogue and sketches wherever necessary for comprehensive assessment of its merits and performance.

20 It shall be entirely the Contractor's responsibility to take required steps to adequately safeguard the personnel carrying out the work and to ensure that the work is carried out in such a manner that maximum safety to the personnel is assured. They shall all be adequately insured and produce proof for the insurance premises paid when called upon FA & CAO to do so.

21. The Contractor shall co-ordinate his work with that of other Contractors executing other works in the site and plan his work as to minimise inconvenience to others in the work site.

22. The watch and ward and storage of materials shall be Contractor's responsibility and the Board shall not be held responsible for any loss of the material.

23. The Contractor shall be deemed to have satisfied himself before submitting the tender as to the correctness and sufficiency of his Special Limited Tender for the work and of his price stated in the schedule as to cover all his obligation under the contract for completion of the work.

24. For Harbour entry pass and direction to site of work for inspection for the purpose of making the offer, the Contractor shall contact the Sr. Dy. Director (EDP) at Chennai Port Trust, 4th floor, Centenary Building, No.1, Rajaji Salai, Chennai - 600 001, Phone No.25312510.

25. Form of Integrity Pact – Undertaking:

- a) The bidders shall give an undertaking that they have not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.
- b) The bidders shall disclose any payments made or proposed to be made to any intermediaries (agents & its components.) in connection with the bid.

**FA & CAO
CHENNAI PORT TRUST**

CHECK LIST

Tender for Redesigning and Hosting of CHENNAI PORT TRUST WEBSITE for a period of Five years with one-year Warranty and AMC for four years under two cover system

Sl.No	Description	YES/NO
1.	Enclosed Self Attested copies for the Annual financial Turn over(Profit & Loss) statement for the years 2014-15, 2015-16, 2016-17.	
2.	Enclosed Self Attested work orders indicating its break up values for meeting the Eligibility Criteria.	
3.	Enclosed Self Attested Completion certificate for the respective work order indicating the order reference, order value and Completed date.	
4.	Acceptance of the Trust's Terms and Conditions:	

CHENNAI PORT TRUST

SCHEDULE - 'C'

DEFINITIONS AND INTERPRETATIONS

1. In the contract as hereinafter defined, the following work and expressions shall have the meaning thereby assigned to them except where the contract otherwise required.
 - (a) "AMC" means Annual Maintenance Contract for a period of 4 (Two) Years from the date of acceptance.
 - (b) "BOARD" means the Trustees of the Port of Chennai, a body corporate under Major Port Trusts' Act of 1963 as amended from time to time.
 - (c) "TRUST" means Chennai Port Trust represented by Chairman, Dy.Chairman or any authorized representatives.
 - (d) "FA & CAO" means the Financial Adviser and Chief Accounts Officer of the Chennai Port Trust and his successors or any authorized representative of the FA & CAO detailed from time to time by the FA& CAO to perform the duties be required in the contract during the warranty period till the completion of the contract.
 - (e) "SR.DY. DIRECTOR (EDP)" means Senior Deputy Director (EDP), Officer of the Chennai Port Trust.
 - (f) "CONTRACTOR" means the person or persons, firm or company whose tender has been accepted by the Board and includes Contractor's personal representatives, successors and permitted assigns.
 - (g) "CONTRACT" means the conditions of the contract, specifications, manuals, software, schedule of work within quantities and rates therein, tender and contract agreement.
 - (h) "TENDERER" means the person or persons, firm or company who have submitted the Tender.
 - (i) "PERFORMANCE GUARANTEE" means the Guarantee in the form of Demand Draft / Bankers' Cheque / Bank Guarantee drawn in favour of Chairman Chennai Port Trust payable in Chennai
2. The materials to be supplied by the contractor shall be of the highest quality & as per the tender conditions and shall be subject to the approval of the FA & CAO.
3. The materials are to be delivered at specified places in the Trust's premises in Chennai free of charges to the Board and at the contractor's risk in such quantities or numbers at such time and in such manner as the FA & CAO or his authorized representative / classification Surveyor may decide from time to time order.

4. The contract or any part, share or interest in it shall not be transferred directly or indirectly to any persons whomsoever without the written consent of the Board / FA& CAO.
5. In the event of the breach of any of the provision of the contract by the contractor, the Board shall have the right to terminate the contract summarily without payment of any compensation whatsoever.
6. In the event of the Board terminating the contract for breach by the contractor of any of the provisions thereof, the contractor shall be liable for any loss suffered by the Board upto the time of termination of the contract and for any further loss the Board may suffer during the reminder of the period originally covered by the contract.
7. All disputes between the parties and any statutory modification thereof shall be deemed to apply to such references and deemed to be incorporated in the contract and jurisdiction for all legal suits arising out of this contract shall be within the jurisdiction of the High court at Chennai.
8. In the event of the death, insanity or insolvency of the contractor, the Board shall have the right to terminate the contract summarily and to purchase in the open market any goods or materials covered by the contract. In this case the contractor shall not be liable for any excess in the price paid for such purchase over the contract price.
9. The Port Trust shall reimburse the Taxes and Duties, which the Port is liable to pay as per law alone at the time of making payment of bills to the Tenderer. If there is any change in the rate of Taxes and Duties quoted in the Bid during the currency of contract, then the Port Trust shall reimburse the Taxes and Duties at the revised rate, subject to the Tenderer producing the necessary documentary evidence for the payment to the Tax Authorities to the satisfaction of the Port Trust for reimbursement.

Any new Tax levied by the Government after the award of contract, which Port Trust is liable to pay as per Law alone shall be reimbursed subject to submission of documentary evidences for payment of the same to the Tax Authorities.

Any penal interest, penalty or fine payable/paid by the contractor to the Tax Authorities on the Taxes and Duties shall not be paid / reimbursed by the Trust under any circumstances.

In the event of the Tenderer not indicating the rate of Taxes and Duties included in the Price separately in the Bid, the Port shall not pay any change in the rate of Taxes and Duties including any newly levied Taxes and Duties during the entire currency of the contract under any circumstances

10. Any notice to the contractor shall be deemed to be sufficiently served, if given or left in writing at his usual or last known place of abode or business.

11. If any foreigner is employed by the contractor to work within the harbour premises, the contractor shall ensure that such a foreigner possesses the necessary special permit issued by the civil authority in writing and also comply with the instructions issued thereof from time to time. In the event of any lapse in this regard, the contractor shall be personally held responsible for the lapse and the Board shall not be liable in any event.

12. The contract is liable for cancellation if either the contractor himself or any of his employees is found to be a person who has held a class I post under the Board immediately before retirement and has, within two years of such retirement, accepted without obtaining the previous permission of the Board or The Chairman, as the case may be, an employment as contractor for, or in connection with the execution of public works, or as employees of such contractor.

13. If any contract is terminated on account of the failure of the contractor to comply with the above clause, the Board shall be entitled to recover from him such damage as may be determined by the FA & CAO with due regard to the inconvenience caused to the Trust on account of such termination without prejudice to the Trust's right to proceed against such officer.

14. No counter conditions should be included in the financial proposal. Any conditional Price Bid shall be summarily rejected.

15. In these conditions unless there is something in the subject or context inconsistent with the singular shall include the plural and vice versa, words impart the masculine gender shall include the feminine and words impart persons shall include bodies corporate.

FA & CAO
CHENNAI PORT TRUST

ANNEXURE - A

FORM OF AGREEMENT

THIS AGREEMENT made this day of two thousand at Chennai BETWEEN the Board of Trustees of the Port of Chennai, a body corporate under Major Port Trusts Act of 1963 (hereinafter called the Board which expression shall, unless excluded by or repugnant to the context be deemed to include their successors in Office) of the one part AND

(hereinafter called the "CONTRACTOR" which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or successors in Office) on the other part.

WHEREAS the Board is desirous of contracting the work comprising of for Redesigning and Hosting of CHENNAI PORT TRUST WEBSITE for a period of Five years with one-year Warranty and AMC for four years

and

WHEREAS the Contractor has offered to execute, complete and maintain such works and whereas the Board has accepted the tender of the contractor and whereas the contractor has deposited a sum of Rs. /- (Rupees

as security for due fulfilment of all the conditions of this contract.

NOW THIS AGREEMENT WITNESSES as follows:

1. In this agreement Words and expressions shall have the same meanings as are respectively assigned to them in the condition of the contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this agreement viz.

- a. Cost Schedule - Schedule 'A'
- b. Special Conditions of - Schedule `B'
Contract
- c. General Conditions of - Chapter III
Contract

- d. Tender Document,
- e. Letter(s) of correspondences including Fax/E-Mail
- f. Written acceptance by the contractor & its components.,

3. The Contractor hereby covenants with the Board to complete and maintain the Works' in conformity in all respects with the provision of the agreement.

4. The Board hereby covenants to pay the Contractor in consideration of such construction, completion and maintenance of the works, the "Contract Price" at the times and in the manner prescribed by the contract.

5. IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day year first above written.

6. "Any litigation arising out of this Agreement, shall only be adjudicated before the competent court of Law within the jurisdiction of Hon'ble High Court of Madras".The common seal of the Board of Trustees of the Port of Chennai represented by its Chairman was hereunto affixed and

FA & CAO
CHENNAI PORT TRUST

FA&CAO

DY. DIRECTOR (EDP)

thereof has set his hand in the presence of

The signature is made on behalf of and by authority from the Board of Trustees of the Port of Chennai represented by its Chairman under Section 34(i) of the Major Port Trusts Act, 1963.

DEPUTY DIRECTOR (EDP)

Signed and sealed by the Contractor in the presence of

1.

2.

CONTRACTOR.

To be uploaded online

FORMAT OF POWER OF ATTORNEY

ANNEXURE - B

Dated: _____

POWER OF ATTORNEY

To Whomsoever It May Concern

Mr. _____ (Name of the Person(s)), domiciled at
_____ (Address), acting as
_____(Designation and name of the firm), and whose signature is attested
below, is hereby authorized on behalf of _____ (Name
of the Tenderer) to provide information and respond to enquiries etc. as may be required by the
Port Trust or any governmental authority for the (project title)
_____ and is hereby further
authorized to sign and file relevant documents in respect of the above.

(Attested signature of Mr. _____)

For _____ (Name of the Tenderer)

For _____ (Name of the Tenderer)

CHENNAI PORT TRUST

ANNEXURE – C

TENDER FORM

E: Tenderers are required to fill up all the blank spaces in this tender form.

To

The FA&CAO,

IVth Floor, Centenary Building,

No.1, RajajiSalai, Chennai Port Trust,

Chennai - 600 001,

India.

1. Having examined the General Rules and Directions, Conditions of tender, Specifications and Schedules attached to the tender and having satisfied ourselves of the site conditions for Redesigning and Hosting of CHENNAI PORT TRUST WEBSITE for a period of Five years with one-year Warranty and AMC for four years in conformity with said conditions of tender, specifications, etc. at rates for items of work in the schedule of items of work and rate attached herewith.
2. We shall undertake for Redesigning and Hosting of CHENNAI PORT TRUST WEBSITE for a period of Five years with one-year Warranty and AMC for four years UNDER TWO COVER SYSTEM from the date of receipt of order.
3. We further undertake, if our tender is accepted to deposit within 21 days from the date of receipt of order to commence work and Performance Guarantee to the extent of 10% (Ten percent) of the contract value in the manner set-forth in the conditions in the General Rules and Directions.
4. And, we further undertake, if our tender is accepted to enter into and execute Within 21 days from the date of receipt of relevant documents from Chennai Port Trust, an agreement in the form annexed and the conditions of tender with such modifications together with Tender Document, Minutes of the Tender Committee Meeting(s), letter(s) of correspondences including Fax / E-Mail / Post the written acceptance etc., shall constitute a binding contract between us.
5. Unless and until a formal agreement is prepared and executed, this tender together with your written acceptance thereof, shall constitute a binding contract between us.

6. We agree to abide by this tender for the period of 6 months from the date of opening of Tenders.
7. We have deposited Earnest Money as per the Trust's terms and conditions.
8. We further agree that in the event of our withdrawing the tender before the receipt of the final decision or in the event of failing to deposit the Performance Guarantee in such form as contained in the instructions to tenderers or in the event of our tender being accepted fail to execute an agreement. The successful Tenderer shall execute an agreement **within 21 days** from the date of payment of Performance Guarantee receipt of documents from the Trust for execution of the agreement. If the tenderer, whose tender has been accepted, fails to execute an agreement within the stipulated period action shall be initiated for execution of the same upto the period of 30 days. In case of failure upto a period 30 days from the stipulated due date then action for termination shall be initiated.
9. **We confirm that all statements documents, information submitted / given with this bid or in support of bid is/are true, genuine, authentic, legitimate and valid. I agree that at any time from the date of submission of Bid or after award to selected successful bidder, in case any of these statement document, information is / are found incorrect. False, wilful misrepresentation or omission of facts or submission of false/forged documents, the EMD/Performance Guarantee submitted by me/us shall be forfeited by ChPT".**
10. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this..... day of.....in the capacity of..... duly authorised to sign tender for and on behalf of

(IN BLOCK CAPITALS)

Signature

Witness

Address:

**FA & CAO
CHENNAI PORT TRUST**

CHENNAI PORT TRUST

ANNEXURE -D

SCHEDULE OF GENERAL PARTICULARS

1	Name of Tenderer/Manufacturer	
2	Address of Tenderer/Manufacturer	
3	Telegraphic/Telex/Fax Code of Tenderer	
4	Name and Designation of the Officer of the Tenderer to whom all reference shall be made for expeditious Technical Co-ordination.	
5	Place of Manufacture	
6	Service facilities available	
7	Availability of spare parts	
8	Tenderer's Proposal Reference and Date	
9	Tenderer's proposed validity period	
10	Earnest Money deposited	
11	Terms of payment as laid down in General Conditions of Contract acceptable.	
12	Are all Technical details called for and price as called for in Schedule filled up	
13	Performance Report	
14	Tender Document Signed & sealed in all papers.	
15	Enclosed self-attested copies of Balance Sheet.	
16	Enclosed self-attested copies of P&L a/c for the years 2014-15, 2015-16 & 2016-17.	
17	Enclosed self-attested copies of Work Orders	
18	Enclosed self-attested copies of Completion Certificate for the respective Work Orders.	
19	Acceptance of all Terms & Conditions of the Trust	

Signature :

Name :

Designation :

Date :

CHENNAI PORT TRUST
TENDERER'S PARTICULARS
ANNEXURE - E

1. Organization		
Name of the Organization		
Address		
City		
Country		
Phone		
Fax		
Web Address		
Location & Address of Corporate Head Office		
2. Contact Details		
Person Name		
Designation		
Address		
Phone		
Fax		
E-Mail		
3. Legal status of the applicant (attach copies of original document defining the legal tatus)		
a) A proprietary firm		
b) A firm in partnership		
c) A limited company or Corporation/ Joint venture/Consortia		
d) Others		

5. Year of establishment and number of year in business	
6. Enclosures (All enclosures duly notarized) (a) Certificate of registration and Ownership (b) Latest IT return filed (c) Permanent Account Number (d) Sales Tax Registration Certificate. (e) Service Tax Registration Certificate. (f) PF registration Certificate.	 (Enclosed / Not Enclosed) (Enclosed / Not Enclosed) (Enclosed / Not Enclosed) (Enclosed / Not Enclosed) (Enclosed / Not Enclosed) (Enclosed / Not Enclosed)
12. Any other details considered relevant but not included in the above	

Signature of Authorized Signatory:

Date & Seal:

Place:

CHENNAI PORT TRUST

ANNEXURE- F

ELIGIBILITY INFORMATION

1. SIMILAR EXPERIENCE:

Name of the Work	Work Order No.	Work Order Value	Completion Date	Completion Certificate no.

(Fill up the above table & Enclose legible copies of the supporting documents along with form-III of each work / project)

2. FINANCIAL CAPABILITY: (Average Annual Turn Over)

Financial Year:	Financial Year:	Financial Year:	Average:

(Fill up the above table and Enclose copy of profit/loss statement Certified by any Chartered Accountant.)

3. OTHER ELIGIBILITY REQUIREMENTS, IF ANY

We hereby confirm that copies of supporting documents for above are attached to this sheet for reference.

(Total nos. of pages including this sheet - _____). Originals shall be presented for verification, if required by Chennai Port Trust.

SIGNATURE OF THE TENDERER

CHENNAI PORT TRUST
ANNEXURE- G
INTEGRITY PACT
BETWEEN

Chennai Port Trust, Chennai hereinafter referred to as “The Principal”.

AND

..... hereinafter referred to as “The Tenderer / Contractor”.

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with the Tenderer/s and Contractor/s.

In order to achieve these goals, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(a) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

(i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

(ii) The Principal will, during the tender process treat all Tenderers/Contractors with equity and reason. The Principal will in particular, before and during the tender process, provide to all Tenderers/Contractor the same information and will not provide to any Tenderer/Contractor confidential /additional information through which the Tenderer/Contractor could obtain an advantage in relation to the tender process or the contract execution.

(iii) The Principal will exclude from the process all known prejudiced persons.

b) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC /PC Act, or if there be a substantive suspicion in this regard, the Principal will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Tenderer /Contractor

(a) The Tenderer / Contractor commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

(i) The Tenderer / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(ii) The Tenderer /Contractor will not enter with other Tenderers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(iii) The Tenderer/Contractor will not commit any offence under the IPC/PC Act; further the Tenderer/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(iv) The Tenderer / Contractor of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly, the Tenderer/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any.

(v) The Tenderer/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(b) The Tenderer /Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3-Disqualification from tender process and exclusion from future contracts

If the Tenderer /Contractor, before award of contract has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Tenderer/Contractor into question, the Principal is entitled to disqualify the Tenderer/Contractor from the tender process or to terminate the contract, if already signed, for such reason.

- (a) If the Tenderer/Contractor has committed a transgression through a violation of Section 2 such as put his reliability or credibility into question, the Principal is entitled also to exclude the Tenderer/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (b) The Tenderer/Contractor accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (c) If the Tenderer/Contractor can prove that he has restored /recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
- (d) A transgression is considered to have occurred if in light of available evidence, no reasonable doubt is possible.

Section 4 – Compensation for Damages

- (a) If the Principal has disqualified the Tenderer/Contractor from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Tenderer/Contractor liquidated damages equivalent to 3% of the value of the offer or the amount equivalent to Earnest Money Deposit / Bid Security, whichever is higher
- (b) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Performance Bank Guarantee, whichever is higher.
- (c) The Tenderer/Contractor agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Tenderer / Contractor can prove and establish that the exclusion of the Tenderer /Contractor from the tender process or the termination of the contract after the contract award has caused no damage or less

damage than the amount of the liquidated damages, the Tenderer /Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous Transgression

- (a) The Tenderer/Contractor declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (b) If the Tenderer/Contractor makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Tenderers/Contractors/Sub-Contractors

- (a) The Tenderer / Contractor undertake to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it the Principal before contract signing.
- (b) The Principal will enter into agreements with identical conditions as this one with all Tenderers, Contractors and Sub-Contractors.
- (c) The Principal will disqualify from the tender process all Tenderers/contractors who do not sign this pact or violate its provisions.

Section 7 – Criminal charges against violating Tenderers/Contractors/Sub-Contractors

If the Principal obtains knowledge of conduct of a Tenderer, Contractor or Sub-Contractor or of an employee or a representative or an associate of a Tenderer, Contractor or Sub-Contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer.

Section 8 – Independent External Monitor / Monitors

- (a) The Principal appoints competent and credible Independent External Monitor for this pact. The two IEMs are: 1. Shri. Muthiah Selvaraj, Flat No:248, Wing D-2, Om Shubhkarma CHS Ltd, Karmakshetra, S.S.Nagar, Mumbai - 400 037. Telephone No: 022-24040031. Mobile No: 9833648416, E-mail Address: selvarajmdl@gmail.com and 2. Shri. Ramabadran Krishnan, A-4, Alkapuri, Bhopal - 462024. Mathya Pradesh. Telephone:0755-2485364. Mobile No: 9871956222, E-mail Address: rkrishnan1955@gmail.com.The task of the Monitor is to review

independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- (b) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently.
- (c) The Tenderer/Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-Contractors. The Monitor is under contractual obligation to treat the information and documents of the Tenderer/Contractor/Sub-Contractor with confidentiality.
- (d) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.
- (e) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (f) The Monitor will submit a written report to the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (g) Monitor shall be entitled for sitting fee of Rs.3000/- (Rupees Three Thousand only). The said fee will be borne by the Principal.
- (h) If the Monitor has reported to the Principal substantiated suspicion of an offence under the IPC/PC Act and the Principal has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (i) The word "Monitor" would include both singular and plural.

Section 9 – Pact Duration

- (a) This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Tenderer 6 months after the contract has been awarded.
- (b) If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Chennai Port Trust.

Section 10 – Other Provisions

- (a) This agreement is subject to Indian Law. Place of performance and jurisdiction is Chennai.
- (b) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (c) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members,
- (d) Should one or several provision of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

**For & on behalf of the Principal
theTenderer/Contractor
(Office Seal)**

For & on behalf of (Office Seal)

Place:

Date:

WITNESS 1: -----

(Name and Address) -----

WITNESS 2: -----

(Name and Address) -----

ANNEXURE – H

CISCO SERVER SERIES – UCSC-C240-M3S - 3 Nos.

FEATURES	SPECIFICATION
Chassis	2 U Rack Mountable
CPU	Two * Hexa Core Intel Xeon E5-2600 series Processor scalable up to 2 processors.
CPU L3 CACHE Memory	15MB L3 cache
Motherboard	Intel® C600 Series Chipset
Memory	16 GB (2x8GB RDIMMs @ 1600 MHz) Scalable upto 256GB @ 1600 MHz
Memory Protection	Advanced ECC Online Spare Lockstep mode
HDD Bays	Minimum 16 Nos. of Hot Plug 2.5" hard disk bays
Hard disk drive	5 Nos. of 600 GB 10K RPM 2.5: SFF Hard Disks
Controller	PCIe 3.0 based SAS Raid Controller with RAID 0/1/1+0/5/5+0 with 512MB battery backed write cache (onboard or in a PCI Express slot). Controller should support 512MB/1GB/2GB flash backed write cache
Networking features	Server should support one of the following On-board: 1. 1Gb 4-port network adaptor supporting advanced features such as Large Send offload capability, TCP checksum and segmentation, VLAN tagging, MSI-X, Jumbo frames, IEEE 1588, and virtualization features such as VMware NetQueue and Microsoft VMQ.
Ports	USB 2.0 support With 7 total ports: (2) ports up front; (4) ports in back; (1) port internal and 1 internal Secure Digital (SD) slot
Bus Slots	Six PCI-Express slots, atleast 5 with PCIe 3.0 (two x16 and three x8 slots)
Optical drive	DVD/CD-RW combo drive
Power Supply	Redundant Power Supplies
Fans	Redundant Fans
Industry Standard Compliance	ACPI 2.0 Compliant, PCIe 3.0 Compliant, PXE support, WOL Support, Microsoft® Logo certifications, USB 2.0 Support
Security	Power-on password Serial interface control Administrator's password Server should also support Trusted Platform Module microcontroller chip that can securely store artifacts used to authenticate the server platform. These artifacts can include passwords, certificates and encryption keys.
OS Support	Microsoft Windows Server, Microsoft Windows Server Hyper-V, Red Hat Enterprise Linux (RHEL), Red Hat Enterprise Linux Virtualization, SUSE Linux Enterprise Server (SLES), SUSE Linux Enterprise Server with XEN Oracle Solaris for x86/x64 based Systems, VMware, Citrix XenServer

Warranty	5 year 24x7 with one hour resolution time – Comprehensive Warranty.
Provisioning	Essential tools, drivers, agents to setup, deploy and maintain the server should be embedded inside the server. There should be a built -in Update manager that can update firmware of system by connecting online.
Remote Management	<ol style="list-style-type: none"> 1. System remote management should support browser based graphical remote console, remote boot using USB/CD/DVD Drive. It should be capable of offering upgrade of software and patches from a remote client using Media/image/folder; It should support server power capping and historical reporting and should have support for multifactor authentication. 2. Out of band remote management port should be provided. Server should support automated firmware update. 3. Server should have dedicated 1Gbps remote management port 4. Server should support agentless management using the out-of-band remote management port. 5. The server should support Active Health System which monitors and records changes in the server hardware and system configuration. It assists in diagnosing problems and delivering rapid resolution when system failures occur. 6. Remote console sharing upto 6 users simultaneously during pre-OS and OS runtime operation, Console replay - Console Replay captures and stores for replay the console video during a server's last major fault or boot sequence. Microsoft Terminal Services Integration, 128 bit SSL encryption and Secure Shell Version 2 support. Should provide support for AES and 3DES on browser. Should provide remote firmware update functionality.
Server Management	The Systems Management software should provide Role-based security
	Should help provide proactive notification of actual or impending component failure alerts on critical components like CPU, Memory and HDD. Should support automatic event handling that allows configuring policies to notify failures via e-mail, pager, or SMS gateway or automatic execution of scripts.
	Should support scheduled execution of OS commands, batch files, scripts, and command line apps on remote nodes
	Should be able to perform comprehensive system data collection and enable users to quickly produce detailed inventory reports for managed devices. Should support the reports to be saved in HTML, CSV or XML format.
	Should help to proactively identify out-of-date BIOS, drivers, and Server Management agents and enable the remote update of system software/firmware components.
	The Server Management Software should be of the same brand as of the server supplier.

Note:

For any queries/clarifications please contact:

- 1. Shri S.Prabakaran, Dy.Director (EDP) , Telephone No.044-25312715. e-mail diredp@chennaiport.gov.in**

For site visit you are requested to contact the above Officer, with a formal written request through e-mail with a minimum period of 2 days in advance. The cost of visiting the site, if any, shall be borne by the Tenderer. Any of its personnel and agents shall be granted permission by the Port for the purpose of such visit on the condition that the Tenderer, their personnel and agents shall release and indemnify the Port, its Trustees, its employees, officers and agents from and against all liability in respect thereof. The Tenderer shall be responsible for personal injury, loss, damage to property and any other loss, damage, costs and expenses incurred during the visit. Vehicles having valid Harbour Entry Permit will be allowed to enter into the Trust premises.

**Dy.Director (EDP)
Chennai Port Trust**